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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification dated 14th January 1927.

It is hereby informed for general information that the right of collecting and removing the dry bamboos in the State Forests of the Bangalore District for the year 1926-27 will be resold by public auction by the District Forest Officer or the Range Officer concerned on the dates and at the places noted below. The sale will commence at 3 P.M. on each day of sale.

The sale will be held at the risk of the original purchasers who failed to pay up the balance of sale amount, and execute the Muchalika with proper security.

No.	Name of Range	Name of forest	Date of sale	Place of sale
1	Satnoor	Basavanbetta	28th January 1927 ..	Travellers' Bungalow, Satnoor.

Terms of sale.

No person will be allowed to bid unless he pays up a sum of Rs. 25, as earnest money which in the case of unsuccessful bidders will be returned immediately after the close of the sale.

The highest bidder shall pay twenty-five per cent of the entire contract amount, immediately after the sale is concluded together with Local and Education cesses at one anna and half an anna per rupee, respectively, on the full sale amount less Rs. 25 paid as earnest money. If he fails to do so, the produce will be resold at once at his risk and he will be liable for any loss that may be caused to Government by the resale, but shall not participate in any profit. The loss will be recovered as arrears of land revenue.

2. The accepted bidder shall pay the balance of his contract amount within a week from the date on which the confirmation of the sale is intimated to him, failing which, the deposit money will be forfeited to Government, the lease will be resold and the loss recovered as arrear of land revenue from him but he shall not participate in any profit.

3. The officer conducting the sale reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

4. The lessee or his servants shall not injure any trees in any way on the plea of collecting the produce.

5. The lessee shall not collect any other produce, than those he has purchased.

6. The lessee will be personally held responsible for acts of his agents or servants in the business of collection and he shall before removal of the produce have it checked by a Forest Officer duly obtaining a pass.

7. He shall remove all the produce from the limits of the State Forest, before the end of June 1927.

8. The lessee shall be held responsible for the occurrence of any fire within the State Forest if there is sufficient ground for the Forest Department to think that it has been caused by his negligence or by that of his employees.

9. Neither the lessee nor his men shall enter the State Forest, either before sunrise or after sunset.

10. The lessee shall deposit one-fourth of the sale amount for the due fulfilment of the conditions of his contract and shall execute a bond accepting the above conditions. In the event of breach of any of the above conditions, the money deposited as security shall be forfeited and the lease is liable to be cancelled and resold.

Notification dated 6th December 1926.

It is hereby notified for general information that the following timber-yielding dead trees marked for felling in Basavanabetta and Chilandadi State Forests, Satnur Range, will be sold by public auction by the District Forest Officer on 28th January 1927 at 2 P.M., in the Travellers' Bungalow at Satnur :—

Forest	Kind	No. of trees	Approximate quantity of timber	Remarks
			C.ft.	
Chilandadi Forest	Bilwara ...	15	150	The quantity will be more or less.
	Teak ...	13	50	
	Karachi ...	6	150	
Matbare F.S. ...	Honne ...	3	20	
	Other kinds ...	63	330	
	Total ...	100	700	
Basavanabetta Forest, Basavanahalli F.S.	Bilwara ...	95	500	
	Other kinds ...	5	50	
	Total ...	100	550	

1. Defaulters to the department will not be allowed to bid at the sales.

2. Each bidder shall deposit a sum of Rs. 25 in cash with the officer conducting the sale, which will be returned immediately after the close of the sale in the case of unsuccessful bidders, while in the case of successful bidders, the said amount will be treated as security for the fulfilment of the sale conditions.

3. The timber available will be sold wholesale or in parts. Rate per cft. of each kind of timber should be offered.

4. Any person bidding at the sales may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent and in the latter case, to produce a written authority duly signed by the principal.

5. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

6. The final acceptance of the sales will rest with the District Forest Officer or the Conservator of Forests in Mysore as the case may be.

7. The person whose bid is accepted should pay ¼ of the full value of timber purchased by him and execute an agreement accepting the terms specified below, failing

which, the timber will be resold at his risk forfeiting the deposit already paid by him (*vide* clause 2 *supra*). The deficit if any, accruing from such resale will be recovered as an arrear of land revenue, but he will not participate in any profit that may result from such resale.

Conditions.

(*a*) That he binds himself to pay the balance value of the timber in two equal monthly instalments in advance, failing which, the timber may be resold at his risk in the manner laid down in para 1 of clause 7 *supra*.

(*b*) That he binds himself to prepare, collect and remove the timber he has purchased before the 30th June 1927.

(*c*) That he agrees to prepare timber from out of trees marked already in consecutive order (picking and choosing will not be allowed).

In preparing and collecting timber, care should be taken so as no damage is caused to the surrounding forest growth.

If any tree is damaged or felled he will pay a fine of not exceeding Rs. 20 per tree.

(*d*) That he shall prepare the timber, pay and remove all marketable portions of a tree either in logs, pieces or poles. However, he will not be bound to prepare, pay or remove such portions of the trees as the District Forest Officer may declare to be unsound and unfit for sale or otherwise. The District Forest Officer's decision regarding the overdressing of logs, etc., shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*e*) That the timber prepared out of each tree shall be measured and stamped by the Range Forest Officer or such other officer as the District Forest Officer may authorise and it must be removed on permits issued by such officer. The quantity that will be allowed to be removed at any time shall not exceed the quantity for which value has been paid so far.

(*f*) That he knows that the contract lasts up to 30th June 1927. All timber that is prepared but not removed from the limits of the forest as well as the felled trees not prepared into logs or poles will lapse to Government after the said date although the value thereof has been paid by him.

(*g*) That he knows that no work should be done in the forest before sun-rise or after sun-set.

(*h*) That he knows that the tree purchased will remain in the forest at the risk of the purchaser from the date of the acceptance of his bid (*vide* clause seven *supra*).

(*i*) That he abides by the Departmental rules, etc., regarding kindling of fire in the forest and holds himself responsible for any forest offences committed by his agents, employees and workmen.

(*j*) That he does not transfer or sublet the contract without permission of the District Forest Officer.

(*k*) That he agrees to maintain a register in the form prescribed by the District Forest Officer showing the serial number and kind of tree marked and the outturn of timber for each tree, which will be open to the examination of all Forest Officers.

(*l*) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms above referred to.

P. KRISHNASWAMI RAO,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 21st December 1926.

It is notified for the information of the public that fuel licenses Nos. 15 and 16 of book 1626 and grazing licenses 22 and 23 of book No. 427, have been maliciously torn away, on 22nd November 1926 and 30th November 1926, respectively by some mischief-mongers, while the books were in possession of the license vendor Krishnappa of Atkulipur in Chamrajnagar Taluk, during his temporary absence. It is therefore requested that if any of the said licenses could be traced out, the fact should be reported to the District Forest Officer, Mysore District, or the Range Forest Officer, Chamrajnagar. It is further warned that the possession, the selling, the buying or the dealing in any other manner with the said licenses will make the possessor, the seller, the buyer or the dealer in any other manner of the said licenses, liable for prosecution.

H. S. NARAYANA RAO,
District Forest Officer.

Notification dated 6th January 1927.

It is hereby notified that the right to cut and remove fuel in the coupes of the several State Forests of the Mysore District during the year 1926-27, will be sold by public auction by the Range Forest Officers concerned, on the dates and places noted below :—

The sale will commence at 2 P.M. precisely and will be subject to the confirmation of the District Forest Officers or the Conservator of Forests as the case may be :—

Serial No.	Name of range	Name of forest	Name of Coupe	Particulars		Place of sale	Date of sale	Officer conducting the sale
				Year of coupe	Extent in acres			
1	2	3	4	5	6	7	8	9
1	Chamrajnagar ..	Chamrajnagar ..	(i) At kullipur felling series.	1922-23 ..	275	Chamrajnagar	24th January 1927	Range Forest Officer, Chamrajnagar
				1923-24 ..	275			
				1924-25 ..	178			
				1925-26 ..	178			
				1926-27 ..	178			
			(ii) Bellatha ..	1922-23 ..	105			
				1923-24 ..	105			
				1924-25 ..	95			
				1925-26 ..	95			
				1926-27 ..	97			
			(iii) Budi padaga felling series.	1922-23 ..	265			
				1923-24 ..	265			
				1924-25 ..	223			
				1925-26 ..	223			
				1926-27 ..	223			
2	Gundlupet ..	(i) Bhiman bid ..	..	..	..	Gundlupet	20th January 1927.	Range Forest Officer, Gundlupet.
		(ii) Berambadi North East Extension State Forest.	..	..	2,422			
3	Hediyal ..	Naganapur State Forest.	(i) Ayanur felling series.	1926-27 ..	130	Hediyal	27th January 1927	Range Forest Officer, Gundlupet.
			(ii) Ballur Hundi felling series.	1926-27 ..	192			
			(iii) Kurubar Hundi felling series.	1926-27 ..	187			
4	Bandipur ..	(i) Kaniyanpur State Forest.	..	1926-27 ..	100	Bandipur	28th January 1927.	Range Forest Officer, Bandipur.
		(ii) Moyar ..	..	1926-27 ..	100			
		(iii) Heggavadi ..	..	1926-27 ..	100			
5	French Rocks ..	..	(i) Thoklihalla	1926-27 ..	170	Melkote	29th January 1927.	Range Forest Officer, French Rocks.
			(ii) Anchevadi.	1926-27 ..	137			
			(iii) Dhangur	1926-27 ..	92			
6	Hunsur ..	Veerabhosalli ..	Thattehalli felling series.	1918-19 ..	115	Hunsur	22nd January 1927.	Range Forest Officer, Hunsur.
		Arabhithittu ..	..	1925-26 ..	105			
		Kallabetta ..	Coupe No. 4—	1925-26 ..	40			

N.B.—(i) The contractor should clearly note that generally the coupes are situated in inaccessible places and as such, it is his own look out to make proper arrangements for the removal of all fuel available in those coupes at his own cost and in this connection he cannot expect any Government help in the shape of opening up paths, etc.

N.B.—(ii) In each coupe about 4 to 6 tons of fuel can be extracted.

2. Each bidder shall deposit a sum of Rs. 50 as earnest money before he is permitted to bid, which will be returned to him at the close of the sale, if his bid is not accepted. The accepted bidder shall, immediately after the close of the sale, pay up the full sale amount, including the deposit already made together with local cess at 1 anna, education cess at ½ anna and railway cess at ½ anna per rupee, failing which, the right will be immediately resold

at the risk of the defaulting bidder. He is liable to the loss, if any, that may accrue by such resale, but will not participate in any gain.

3. The District Forest Officer or the Conservator of Forests as the case may be reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

4. The accepted bidder shall deposit a sum of Rs. 100 or ¼th of the sale amount, whichever is less, as security towards the fulfilment of his contract, and also execute an agreement within fifteen days of the information of the confirmation of the sale accepting the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold at his risk as noted in clause (2) *supra*.

Conditions.

(*a*) That he binds himself to fell and remove the fuel purchased by him before the 15th June 1927.

(*b*) That he agrees to make the fellings in a methodical manner from one corner of the coupe to the other, leaving the standard trees marked on the area intact along with all the trees less than 9" in girth, trees yielding minor forest produce and such of the straight growing poles of the reserved kinds as are left out unmarked as standards through an oversight, and all trees, shrubs and other thorny growth that are coming up within a radius of 6 feet from the sandal trees and saplings.

(*c*) That if any standard trees or other trees and saplings to be preserved on the area are cut, he will pay a fine not exceeding Rs. 5 per tree.

(*d*) That he agrees to remove all the fuel cut outside the forest limits before the 15th June 1927 and that each removal shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf after due check.

(*e*) That he agrees to abide by the rules of the department as regards the kindling of fires, and holds himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That he agrees that no operations shall take place in the forest after sunset and before sunrise.

(*g*) That he agrees to the cancellation of the contract and the forfeiture of deposit for breach of any of the terms of the contract.

(*h*) That he realizes that the contract lasts up to 15th June 1927 and after which date he can have no right whatsoever over the coupe and the fuel paid for and left unremoved even in any of the coupes.

(*i*) That he agrees not to sub-let the contract to any body unless with the written sanction of the District Forest Officer.

Notification dated 6th January 1927.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each depot under the following conditions :—

Serial No.	Name of depot	Date of sale	Quantity						Remarks
			Teak logs	Teak poles	Honne logs	Mathi logs	Beete logs	Other kinds	
			C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
1	Sargur ..	8th February 1927	1,000	...	250	1,000	...	...	More or less.
2	Manchegowdanhalli,	9th and 10th February 1927.	25,000	5,000	4,000	3,000	1,500	1,000	
3	Begur ..	11th February 1927	2,000	...	500	200	...	...	
4	Periyapatna ..	18th do ...	1,000	1,500	1,500	1,000	...	500	
5	Hunsur ...	19th do ...	1,500	1,500	1,000	500	...	500	
6	Chamarajnagar ..	21st do ...	...	...	2,000	2,000	500	500	
7	Nanjangud ..	22nd do ...	2,000	2,000	500	1,000	500	500	
8	Mysore wood-yard	23rd do ...	2,500	...	500	3,000	500	1,500	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1927. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Resale Notification dated 7th January 1927.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce, on all Government unoccupied lands, Amrut Mahal kavals, State Forests, Reserved lands, and plantation of, the marginally noted taluk for two years from the date of confirmation of sale to 30th June 1928, will be resold at 2 P.M. on the 29th January 1927, by the Deputy Commissioner, Mysore District, in the District Forest Office, Mysore, at the risk of the original purchasers

Hunsur Taluk.

subject to the conditions specified in the detailed Notification, dated the 16th April 1926, published on pages 285 to 288, Part VI of the *Mysore Gazette*, dated 29th April 1926, since the original purchasers have failed to fulfil the sale conditions as per para 9 of the said Notification.

RESALE OF TIMBER.

Notification dated 7th January 1927.

The timber of the defaulting purchasers will be resold by public auction at the following depots by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each depot under the following conditions :—

Sl. No.	Name of defaulter	Depot where timber available	Date of resale
1	Mr. Ankappa ...	Sargur ...	8th February 1927.
2	,, M. R. Subba Rao ...	Begur Jungle Depot ...	11th do
3	,, Basavegowda ...	Ballegadde ...	12th do
4	,, Siddiah ...	Sunkadakatte ...	14th do
5	,, Gulam Mohadeen Sab ...	Mysore wood-yard ...	23rd do

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. If the amount is not fully paid for by the purchaser on the sale date, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

8. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot.

9. Timber purchased shall be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

10. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

11. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. MADHAVA RAO,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification dated 28th December 1926.

A quantity of about 7,000 C. ft. of Teak timber will be sold in auction at the Channagiri Depot on 25th January 1927. For particulars, please refer to the notification of date published on pages 18 and 19, Part VI of the *Mysore Gazette*, dated the 6th January 1927.

RESALE NOTIFICATION.

Notification dated 12th January 1927.

The undermentioned quantities of old stock of timber belonging to the timber defaulters of the years 1920-1923 and 1925-1926, will be sold by public auction under the following conditions at the following places by the Sub-Assistant Conservator of Forests, Narasimharajapura Circle Narasimharajapura, at 2 P.M., on the dates noted against each Depot :—

Serial No.	Name of Range	Locality	Description of Timber							Date of Sale	Place of Sale
			Teak	Blue	Honne	Matti	Nani	Others	Total		
1	Umblebyle	Umblebyle	249	..	253	272	..	..	774	4th February 1927.	Umblebyle.
		Chornedehally	..	..	..	..	..	401	401		
		Hurlihally	..	..	..	..	..	466	466		
		Kakanbosudi	..	..	116	..	..	..	116		
2	Narasimharajapura	Danivasa Sleeper pit	929	..	..	..	..	..	929	5th February 1927.	Narasimharajapura.
		Katte Hole	..	..	..	..	..	1,382	1,382		
		Narasimharajapura	..	..	..	..	..	50	50		
		Total ..	1,178	..	369	272	..	2,299	4,118		
		1920-1923 Defaulters' timber.									
		Narasimharajapura Depot ..	101	50	..	..	..	952	1,103	Do ..	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought

such lot and of having accepted the terms of the sale as herein specified. The sale of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator of Forests and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of timber purchased shall be paid for within 30 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1927. The moneys shall be paid into such treasuries as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra.*

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra.* Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. MACHAIYA,
District Forest Officer.

KADUR DIVISION.

Abstract Notification, dated 6th January 1927.

The attention of the public is hereby invited to the sale notification of standing timber in the Kadur Forest Division, published on pages 32 and 33, Part VI of the *Mysore Gazette,* dated 13th January 1927.

P. WOOTHIAH,
District Forest Officer.